

**VOLUNTARY CLEANUP CONTRACT  
15-6345-NRP**

**IN THE MATTER OF  
VACANT LAND - 152 AIKEN ROAD, AIKEN COUNTY  
and  
WATER PROPERTY HOLDINGS, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Water Property Holdings, LLC, with respect to two non-contiguous parcels located at 152 Aiken Road, Graniteville, South Carolina. The Property includes approximately 3.1 acres identified by Tax Map Serial Numbers 068-18-28-001 and 069-06-05-001, separated by Aiken Road. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of June 4, 2015, and any amendments thereto, by Water Property Holdings, LLC, which is incorporated into this Contract and attached as Appendix A.

**AUTHORITY**

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et seq. (as amended), and the South Carolina Pollution Control Act, § 48-1-10 et seq.

**DEFINITIONS**

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et seq. (as amended), and if not set forth

therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S.C. Code Ann. § 44-2-10, et seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

- A. "WPH" means Water Property Holdings, LLC.
- B. "Beneficiaries" means WPH's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual

interest of WPH or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

## FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

The Graniteville Company – merged into TXL Corporation	Prior to 2007
Avondale Mills, Inc.	1996 – 2007
GAC Holdings, LLC	2007 – 2009
WG Development, LLC	2009 - Present

- B. Property and Surrounding Areas: The Property is bounded generally to the north

and south by residential properties; to the east by Gregg Street, with Former Po' Boys convenience store and residential properties beyond; and to the west by Canal Street, with Norfolk Southern rail road track and parking areas beyond.

The Property is located on Aiken Road, which separates the two parcels. A small brick structure and a storm water drain are present along the northeastern property boundary of the southern parcel. The small structure is believed to house a water pump station. The remaining area of the larger parcel consists of overgrown (i.e. vines, trees), and grassy areas. The northern parcel is vacant and is the location of a former filling station and tanks.

According to the Phase I Environmental Site Assessment (ESA), dated May 21, 2015 and performed by Professional Service Industries, Inc., a review of historical sources indicated the southern parcel was developed as a Cotton Ginnery in 1923 and a Motor Freight Station in 1947 before being developed as a playground prior to 1960. This parcel consisted of partially wooded vacant land since at least 2000. The northern parcel, north across Aiken Road, appeared to be developed in 1947 as a filling station with three gasoline tanks. Two of the tanks are located on the Property, while the third tank is located on the adjacent property to the east. According to the 1960 Sanborn Map, the filling station remained on the Property; however, the gasoline tanks were marked out.

- C. Applicant Identification: WPH is a Delaware limited liability company with its principal place of business located at 34 Old Ivy Road, Suite 200, Atlanta, Georgia, 30342. WPH affirms that it has the financial resources to conduct the response action pursuant to this Contract.
- D. Proposed Redevelopment: WPH will acquire the Property and intends to develop the Property for commercial and/or mixed use.

### BONA FIDE PROSPECTIVE PURCHASER STATUS

3. WPH certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. WPH also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

### RESPONSE ACTION

4. WPH agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by WPH, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by WPH, or its designee in accordance with the schedule provided in the initial Work Plan. WPH acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. WPH agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, WPH may seek an amendment of this Contract to clarify its further responsibilities. WPH shall perform all actions required by this Contract, and any related actions of WPH's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

#### A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk

(in .pdf format).

- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). WPH shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
  - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
  - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
  - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
    - i. the full EPA Target Analyte List (TAL);
      - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
    - ii. the full EPA Target Compound List (TCL);
      - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
      - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
      - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
      - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-

PCBs).

v). Nitrate / Nitrite

- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of WPH's consulting firm(s), analytical laboratories, and WPH's contact person for matters relating to this Contract and the Work Plan.
  - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
  - b). WPH shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify WPH in writing of approvals or deficiencies in the Work Plan.
- 8). WPH, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). WPH shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). WPH shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.

- 11). WPH shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. WPH shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

**B. Report Logistics**

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

**C. Assess Waste Materials and Segregated Sources:**

- 1). WPH shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with



applicable regulations.

- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, WPH shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). WPH shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. WPH shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). WPH shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). WPH shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to WPH, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). WPH shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:

**Northern Parcel (068-18-18-002)**

- a). Two locations (subsurface only) near the former underground storage tanks corresponding to the depth of the former tanks;

**Southern Parcel (069-06-05-001)**

- b). One location near the pump station;
  - c). Two locations near the former Motor Freight Station;
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one surface and one subsurface sample from one location near the former Motor Freight Station shall be analyzed for the full EPA-TAL and EPA-TCL.
- 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). WPH shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of 4 newly installed monitoring wells. Specific locations shall be as follows:

**Northern Parcel (068-18-18-002)**

- a). One location near the former underground storage tanks;

**Southern Parcel (069-06-05-001)**

- b). One location west of the pump station;
- c). One location on the southern parcel boundary adjoining the residences.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. The samples from groundwater monitoring wells on the Southern Parcel will also be analyzed for nitrate/nitrite. In addition, the sample from the well located west of the pump station shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary

Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). WPH shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance. The Department's evaluation will be constrained towards predicting residential or commercial exposures consistent with the building use and construction on the Property.
- 2). WPH's evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to Vapor Intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a  $10^{-6}$  risk for shallow gas samples (using a depth-appropriate attenuation factor). The applicable screening concentrations shall be based upon the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.
- 3). The Department may allow WPH to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). WPH shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted indoor air concentration exceeds a  $10^{-6}$  risk

calculated for residential use or, if the Property is used for commercial purposes, occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). WPH shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
  - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
  - b). WPH shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). WPH shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property.
  - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
  - b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
  - c). WPH may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, WPH shall submit for Department

approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

- d). Upon completion of any corrective measures, WPH shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). WPH shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). WPH shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

- 5. WPH shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in

the form of one electronic copy on compact disk (in .pdf format). WPH agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by WPH.

#### PUBLIC PARTICIPATION

6. WPH and the Department will encourage public participation to implement this Contract as follows:

- A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by WPH.
- B. WPH shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
  - 1). The sign will state "Voluntary Cleanup Project by Water Property Holdings, LLC under Voluntary Cleanup Contract 15-6345-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of WPH. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
  - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
  - 3). WPH shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to

the Department within 10 days of erecting the sign.

- 4). WPH agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). WPH shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, WPH shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

#### PROGRESS UPDATES

7. WPH shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 90 days of the execution date of this Contract and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

## SCHEDULE

8. WPH shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. WPH shall implement the interim measures in accordance with a Department-approved plan.

## DECLARATION OF COVENANTS AND RESTRICTIONS

9. WPH or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from single-family residential dwellings with yards, agricultural, child day care, and adult day care use. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
  - A. The Department shall prepare and sign the Declaration prior to providing it to WPH. An authorized representative of WPH or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
  - B. WPH or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
  - C. WPH or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
  - D. In the event that Contamination exceeds levels acceptable for unrestricted use



(Regional Screening Levels for residential use) on a portion of the Property, WPH or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.

- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for WPH or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
  - 1). WPH or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  - 2). WPH or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after WPH acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. WPH or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31<sup>st</sup> in a manner and form prescribed by the Department.

- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

#### NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

- A. All correspondence, notices, work plans, and reports shall be submitted to:

Jerry Stamps

Bureau of Land and Waste Management

2600 Bull Street  
Columbia, South Carolina 29201

- B. All correspondence and notices to WPH shall be submitted to WPH's designated contact person who as of the effective date of this Contract shall be:

Pete Davis, Manager  
Water Property Holdings, LLC  
34 Old Ivy Road, Suite 200  
Atlanta, Georgia 30342

#### FINANCIAL REIMBURSEMENT

11. WPH or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to WPH on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Pete Davis, Manager  
Water Property Holdings, LLC  
34 Old Ivy Road, Suite 200  
Atlanta, Georgia 30342

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.

- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

#### ACCESS TO THE PROPERTY

12. WPH agrees the Department has an irrevocable right of access to the Property for environmental response matters after WPH acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

#### CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to WPH or its Beneficiaries for the Property under this Contract as follows:
- A. WPH or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that WPH or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).

C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.

- 1). A Provisional Certificate of Completion will include specific performance standards that WPH or its Beneficiaries shall continue to meet.
- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if WPH or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

#### ECONOMIC BENEFITS REPORTING

14. WPH or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. WPH shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

#### CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, WPH, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. WPH or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy

may be via any commonly accepted mechanism.

B. If the Certificate of Completion has not been issued, WPH or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
- 4). Will assume the protections and all obligations of this Contract and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, WPH or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the

Covenant.

#### CONTRACT TERMINATION

16. WPH, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide WPH or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in WPH's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of WPH or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by WPH or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by WPH or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or;
- 7). Failure by WPH or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of WPH's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

- B. Should WPH or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by WPH or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of WPH or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

#### ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. WPH and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
  - 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
  - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-



750(H).

- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue WPH and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by WPH or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by WPH or its Beneficiaries. The Department retains all rights under State and Federal laws to compel WPH and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by WPH or its Beneficiaries.

#### RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than WPH and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than WPH and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

#### RESERVATION OF RIGHTS BY WPH

19. WPH retains all rights to assert claims in law or equity against any person,

company, or entity with respect to the Property, except as limited elsewhere by this Contract. WPH and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, WPH and its Beneficiaries agree to undertake the requirements of this Contract.

#### BURDEN OF PROOF

20. WPH and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by WPH or its Beneficiaries. WPH and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

#### LIMITATION OF CLAIMS BY WPH AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, WPH and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

**[Remainder of page left blank]**

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

\_\_\_\_\_  
Daphne G. Neel, Chief  
Bureau of Land and Waste  
Management

DATE:

\_\_\_\_\_  
Reviewed by Office of General Counsel

**WATER PROPERTY HOLDINGS, LLC**

BY:

DATE:

\_\_\_\_\_  


\_\_\_\_\_  
8/5/15

\_\_\_\_\_  
D. Paul Davis, Manager  
Printed Name and Title

# APPENDIX A

Water Property Holdings, LLC

Application for Non-Responsible Party Voluntary Cleanup Contract

June 4, 2015



## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity
3. Applicant's Legal Name Water Property Holdings, LLC

#### 4. Contract Signatures for this Applicant

##### a. Authorized Signatory

D. Pete Davis Manager pete@peachtreeinv.com

Name	Title	Email
34 Old Ivy Road Suite 200	404-495-4553	404-824-4337
Address	Phone1	Phone2
Atlanta	GA	30342
City	State	Zip

##### b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Steve Bush	Principal	( 404 ) 495 - 4552	steve@peachtreeinv.com	<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

### 5. Physical Location of Applicant's Headquarters

Same as above

Street address Suite Number

City State Zip

### 6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title

Street Number or PO Box Phone1 Phone 2

City State Zip Email

### 7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in \_\_\_\_\_ (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
Coal Land Management, LLC	
Green Zone Investments, LLC	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☒ Yes ☐ No

d. If yes, identify all affiliations: Peachtree Investment Solutions, LLC

### 8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

- Is a current owner of the property
- Is a Responsible Party for the site
- Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
- Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

## II. Property Information

### 9. Location

a. Physical Address Aiken Road and Canal Street, Graniteville

b. County Aiken

c. ☒ Property is outside any municipal boundaries      ☐ Property is inside the municipal limits of \_\_\_\_\_  
(town/city)

### 10. List any Companies or Site names by which the Property is known

\_\_\_\_\_  
\_\_\_\_\_

11. Total Size of Property Covered by this Contract Approx. 3.1 Acres

12. How many parcels comprise the Property? 2

### 13. Current Zoning (general description)

RUD (Rural Development)

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 068-18-18-002  
b. Acreage Approx. 0.04  
c. Current Owner WG Development, LLC  
d. Owner Mailing Address 2040 Sage Valley Drive  
Graniteville, SC 29829  
  
e. Contact Person for Access Joan Hartley  
f. Access Person's Phone # 803-540-2129  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☒ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☒ Not operating since 1960  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# 069-06-05-001  
b. Acreage Approx. 3.0  
c. Current Owner WG Development, LLC  
d. Owner Mailing Address \_\_\_\_\_  
  
e. Contact Person for Access Joan Hartley  
f. Access Person's Phone # 803-540-2129  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☒ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☒ Not operating since 1960  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
☐ None  
h. Buildings on the parcel? ☐ Demolished/Ruins  
(check all that apply) ☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
☐ None  
h. Buildings on the parcel? ☐ Demolished/Ruins  
(check all that apply) ☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
☐ None  
h. Buildings on the parcel? ☐ Demolished/Ruins  
(check all that apply) ☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
☐ None  
h. Buildings on the parcel? ☐ Demolished/Ruins  
(check all that apply) ☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

### III. Property Redevelopment

16. Describe the intended re-use of the property:  
(attach additional sheets if necessary)

Applicant will develop the property for commercial and/or mixed use.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No  
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☐ Yes Anticipated Number \_\_\_\_\_  
☒ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ unknown

20. a. Will there be Intangible benefits from this redevelopment such as:

- ☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development  
☐ Creation / Preservation of Green Space on the Property  
☐ Deconstruction/ Recycling of demolition or building debris  
☒ Other \_\_\_\_\_

- b. Please Describe:

This property will be developed in support of applicant's overall redevelopment plans for the former Gregg and Granite Plants and the current use of the Hickman property.

21. Anticipated date of closing or acquiring title to the property 07 / 31 / 2015

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm  
☒ None as of this application date

Company \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Project Contact1 \_\_\_\_\_ S.C PE/PG Reg. # \_\_\_\_\_ Phone1 \_\_\_\_\_ Phone 2 \_\_\_\_\_ email \_\_\_\_\_

Project Contact 2 \_\_\_\_\_ S.C PE/PG Reg. # \_\_\_\_\_ Phone1 \_\_\_\_\_ Phone 2 \_\_\_\_\_ email \_\_\_\_\_



24. Legal Counsel (Optional)  
 Tommy Lavender/ NikkiSetzler  
 Firm  
 Nexsen Pruet/Setzler & Scott 803-253-8233 803-796-1825  
 Attorney Phone1 Phone 2  
 1230 Main Street, Suite 700 Columbia SC 29201 tlavender@nexsenpruett.com  
 Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title  
 Company Phone  
 Address  
 City State Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.



Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by PSI

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☒ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on:

(Site Name)

☐ The Following reports are attached:

Report Date

Report Name


Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.



Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

### **PROPERTY DESCRIPTION**

All those certain pieces, parcels, lots or tracts of land, together with the improvements thereon situate, in the Village of Graniteville, County of Aiken and in the State of South Carolina, said lots designated as "PARCEL A 3.05 ACRES" and "PARCEL C 0.04 ACRES" containing approximately 3.09 acres on a plat entitled "ASBUILT PLAT OF PLAT OF TRACT 'A' AND TRACT 'C'" prepared by Tony L. Carr Sr. & Associates, Inc.. dated October 10, 2007, and recorded in the Office of Register of Deeds for Aiken County at Plat Book 53, Page 227 and attached hereto.

Aiken County TMS Nos. 069-06-05-001 and 068-18-18-002

FLOOD PLAN REPORT PREPARED BY CORPS OF ENGINEERS,  
SAVANNAH DISTRICT, DOES NOT INCLUDE THIS PROPERTY  
WITHIN THE 100 YEAR FLOOD PLAIN, UNLESS NOTED OTHERWISE.  
TONY L. CARR SR., PROFESSIONAL LAND SURVEYOR  
S.C. 5493-B GA. 1998

AIKEN COUNTY GIS  
Tax Map:  
069-06-05-001  
068-18-18-002

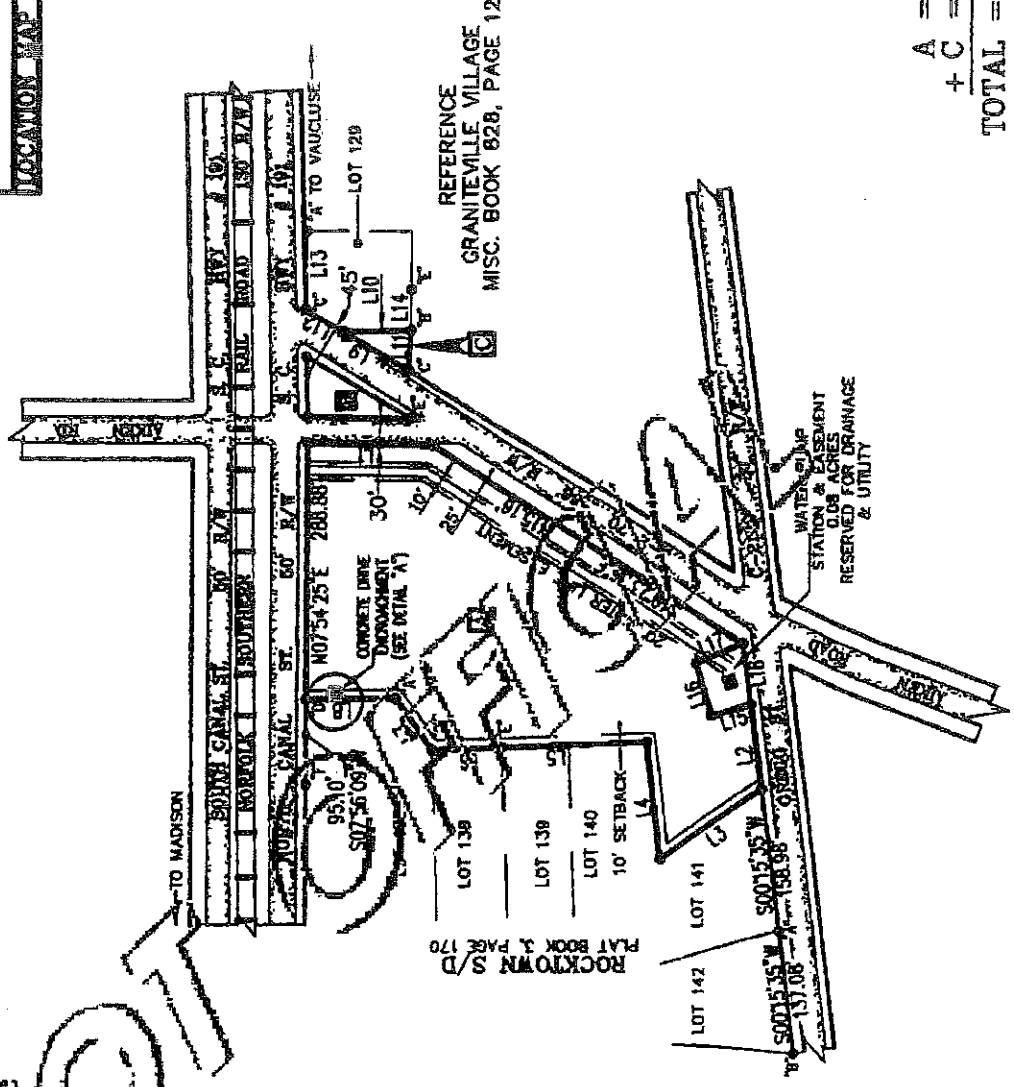
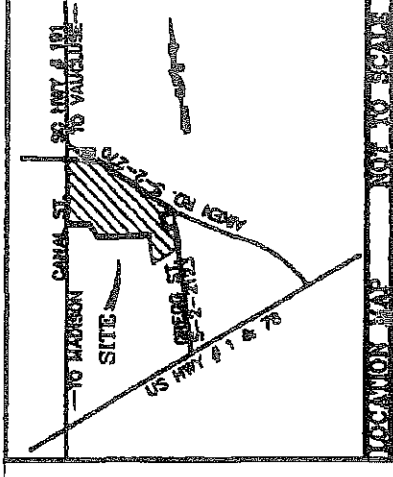
I hereby state that to the best of my knowledge, information, and belief the survey  
shown herein was made in accordance with the requirements of the Minimum  
Standards Manual for the Practice of Land Surveying in South Carolina and meets or  
exceeds the requirements for a second class survey as specified therein, and  
there are no visible discrepancies or proportions other than shown.

Tony L. Carr Sr.  
S.C. Registered Land Survey # 5493-B  
GA. Registered Land Surveyor # 1998

LINE	DIRECTION	DISTANCE
L1	N 80°29'19" E	141.46'
L2	S 00°15'34" W	95.50'
L3	S 83°36'39" W	139.13'
L4	N 00°50'30" E	131.70'
L5	N 83°39'02" W	158.75'
L6	N 83°39'04" W	80.35'
L7	N 27°48'47" W	71.38'
L8	N 82°03'54" W	99.94'
L9	N 50°24'43" W	85.73'
L10	S 82°11'02" E	75.40'
L11	S 11°00'22" W	45.21'
L12	N 51°55'15" W	50.00'
L13	N 08°54'47" E	97.98'
L14	N 08°11'47" S	45.21'
L15	S 81°39'02" W	45.62'
L16	N 09°17'11" W	46.21'
L17	N 75°08'15" E	57.41'
L18	S 00°15'34" W	95.50'

NORTH	CANAL	BT.	50'	R/W
0+00	N07°54'25"E	288.88'		
0+22.20		25.71'		
0+42.80	CONCRETE DRIVE ENCROACHMENT 20.8' X 25.71' ON PROPERTY LINE			
# 15.50288				
LOT 136B ROCKTOWN	PARCEL "A" 3.05 ACRES			

DETAIL "A"  
NOT TO SCALE



REFERENCE  
GRANITEVILLE VILLAGE  
MISC. BOOK 828, PAGE 12

LEGEND  
A = 1/2" OE IPF  
B = 3/4" OE IPF  
C = 1" OE IPF  
D = 1 1/2" OE IPF  
E = # 5 RBF  
F = 2" OE IPF

LEGEND  
RBF = REBAR FOUND  
RBS = REBAR SET  
OE = OPEN END  
PT = PINCHED TOP  
MBL = MINIMUM BUILDING LINE  
N/C = NAIL & CAP  
PI = POINT OF INTERSECTION

DERIVATION  
RAILROAD R/W REFERENCE  
(130' R/W) AS PER NORFOLK SOUTHERN

NOTE:  
ALL CORNER ARE # 4 IRONS SET  
UNLESS OTHERWISE STATED.

NOTE:  
ALL REASONABLE EFFORTS HAVE BEEN MADE TO  
LOCATED EXISTING EASEMENTS, SETBACKS OR  
REGULATIONS, CURRENTLY OF RECORD, ALTHOUGH  
THIS PROPERTY MAY ALSO BE SUBJECT TO  
EASEMENTS, SETBACKS OR REGULATIONS, NOT  
SHOWN ON THIS PLAT, BUT WHICH MAY BE ON  
RECORD IN THE CLERK OF SUPERIOR COURTS  
OFFICE, OR R.M.C. OFFICE.

TAX PARCEL NUMBER  
TRACTS "A" & "C" - 069-06-05-001  
ZONED - RUD

NOTE:  
THERE IS A 30' SETBACK ALONG AIKEN RD (S-2-70),  
GREGG ST.(C-2123), AND CANAL ST. (S.C. HWY # 191).

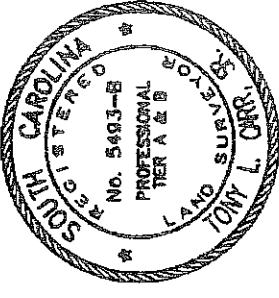
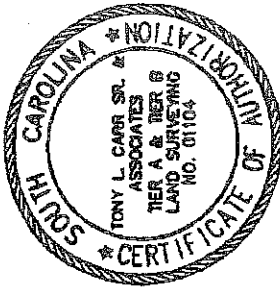


CHART A  
FORM OF SURVEY CERTIFICATION  
I, TONY L. CARR SR., A REGISTERED LAND SURVEYOR, LICENSE NO. 5493-B,  
IN AND FOR THE STATE OF SOUTH CAROLINA, LEGALLY DREW, SURVEYED IN AIDEN COUNTY,  
DOES HEREBY CERTIFY TO G.A.C. HOLDING, L.L.C., CHICAGO TITLE INSURANCE COMPANY AND  
CULLISON, TROSE & HOBBS, L.L.C.  
THE ACCOMPANYING SURVEY ("SURVEY") REPRESENTS A TRUE AND ACCURATE ASSET  
SURVEY MADE ON THE GROUND BY ME ON 25 JULY 2007 OF THE LAND HEREIN PARTICULARLY  
DESCRIBED AND CURRENTLY SHOWN THE AREAS AND BOUNDARIES OF THE SUBJECT PROPERTY,  
THE LOCATION AND TYPE OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED  
ON THE OPEN IMPROVEMENTS SITUATED ON THE SUBJECT PROPERTY, AND ANY OTHER MATTERS  
SITUATED ON THE SUBJECT PROPERTY INCLUDING, BUT NOT LIMITED TO, UTILITIES, EASEMENTS,  
SETBACKS, AND ANY OTHER MATTERS THAT WOULD BE NECESSARY TO BE KNOWN BY ANYONE  
OF THE REAL PROPERTY AND THE PUBLIC RECORDS OF THE COUNTY OF AIDEN, SOUTH CAROLINA.

THE PARTIES LISTED ABOVE ARE ENTITLED TO RELY ON THE SURVEY AND THIS  
CERTIFICATE AS BEING ACCURATE.  
THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE  
WITH THE LAND REGULATING SURVEYING IN THE STATE OF SOUTH CAROLINA IN EFFECT ON THE  
DATE OF THIS CERTIFICATION, AND THE UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD  
PROCEDURES, INSTRUMENTATION AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER  
TO ACHIEVE THESE RESULTS.

DATE 10 OCT 2007  
SEAL  
TONY L. CARR SR.  
5493-B  
REGISTRATION NO.

ASBUILT PLAT OF  
TRACT "A" AND TRACT "C"  
- PREPARED FOR -  
G.A.C. HOLDING, L.L.C.

LOCATED AT: WITHIN THE VILLAGE OF GRANITEVILLE.

COUNTY OF: AIKEN  
STATE OF: SOUTH CAROLINA  
Scale: 1 inch = 200'  
Date: 10 OCTOBER, 2007

JOB # DWG 070003

- PREPARED BY -

TONY L. CARR SR. & ASSOCIATES, INC.  
TIER "A" LAND SURVEYING & LAND PLANNING TIER "B" LAND GRADUATE & DESIGN  
SOUTH CAROLINA LICENSE #2493-B GEORGIA LICENSE #1008  
1828 ORIOLE AVENUE SUITE 100B NORTH AUGUSTA, SC 29841  
TEL (803) 276-5770 / 276-9405 FAX (803) 276-5025

TRACTS A & C  
TAX PARCEL NUMBER 069-06-05-001

24 Land Management Regulations of the Aiken  
County Code of Ordinances for purpose of  
RECORDATION ONLY. This approval does  
not imply approval of any particular use or  
 zoning nor does it imply approval of eligibility  
 for a Building Permit for this property.  
By: *[Signature]* Date: 10/23/2007  
Aiken County Planning &  
Development Department  
JUDITH WARNER  
AIDEN COUNTY, SC  
BY: LYNN STEPHENSON DEPUTY  
BK: PL 53  
PG: 227 - 227  
RECORDING FEES \$10.00  
10-24-2007 04:45 PM  
PLATS  
2007035116  
2007035116  
RECORDING FEES \$10.00  
10-24-2007 04:45 PM  
JUDITH WARNER  
AIDEN COUNTY, SC  
BY: LYNN STEPHENSON DEPUTY  
BK: PL 53  
PG: 227 - 227